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SECRETARY OF  
STATE

AMENDMENT TO LIMITED PARTNERSHIP  
AGREEMENT OF MERIDIAN PLACE, LTD.

THIS AGREEMENT made as of this 2nd day of January, 1976, by and between EARL L. HARMON and HOWARD L. FLANARY, co-partners doing business under the firm name and style of ADA WEST PROPERTIES, hereinafter referred to as "General Partner", and EARL L. HARMON; HOWARD L. FLANARY; FRANK E. YOUNGSTROM and BARBARA L. HARMON; OWEN G. DAVIS, WILLIAM J. McCORMICK; SCOTT M. SCHLOFMAN; FRANK E. WALTER; CONNIE L. HARMON; ROBERT E. HARMON; DAVID A. HARMON; DAVID L. GAISFORD and BONNIE J. GAISFORD, Husband and Wife; MAXINE HARMON; JOSEPH D. LITSTER and MARJORIE LITSTER, Husband and Wife; ALLEN D. HARMON; KEITH S. BORUP; LaVAUGHN HASKETT and ESTHER H. HASKETT, Husband and Wife; *Ivy W. W. 11/16 PTA* formerly C. LEON JOHNSON; WILLIAM L. PRICE; PHYSICIANS CLINIC, P.A.; HERBERT L. BRICE; LEWIS L. BOWEN; LOTHAIR B. RICH and WANDA S. RICH, Husband and Wife; VERL G. KING, all of the State of Idaho, hereinafter referred to as "Limited Partners".

W I T N E S S E T H:

WHEREAS, General Partner and several of the Limited Partners executed a Limited Partnership Agreement dated the 1st day of August, 1974; and

WHEREAS, those Limited Partners who executed said Agreement now desire to admit new Limited Partners consisting of all of the above named who had not previously executed said Agreement; and

WHEREAS, all of the parties thereto and hereto desire to amend the existing Limited Partnership Agreement to show the additional Limited Partners; and

WHEREAS, the General Partner have terminated their general partnership and transferred the assets therein to Ada

West Properties, Inc., an Idaho corporation, which has succeeded to all of the properties of the former general partnership; and

WHEREAS, it is necessary and desirable to amend the said Limited Partnership Agreement to substitute Ada West Properties, Inc., an Idaho corporation, as the General Partner in said Limited Partnership Agreement of Meridian Place, Ltd. in the place and stead of the said general partnership consisting of Earl L. Harmon and Howard L. Flanary, doing business as Ada West Properties;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED by and between all of said partners that the Limited Partnership Agreement of Meridian Place, Ltd. dated the 1st day of August, 1974, is hereby amended as follows:

1. Wherever in said Limited Partnership Agreement reference is made to the General Partner being Earl L. Harmon and Howard L. Flanary, co-partners doing business under the firm name and style of Ada West Properties, as the "General Partner," the same shall be modified, amended and changed to read Ada West Properties, Inc., an Idaho corporation, hereinafter referred to as "General Partner." Further, any references to "him" or "them" when referring to the General Partner shall hereafter be a reference to "it."

2. Article VI, paragraph 1 (c) is amended to read as follows:

(c) Execute, acknowledge, deliver and/or file any and all instruments to effectuate the foregoing, which instruments shall be executed in the following manner:

MERIDIAN PLACE, LTD.  
A Limited Partnership

By ADA WEST PROPERTIES, INC.  
A Corporation

By Earl L. Harmon  
President

No person, firm or corporation dealing with the partnership shall be required to inquire into the authority of the General Partner to take any action or make any decisions.

3. Article IX is amended to read as follows:

In the event of the dissolution of the General Partner without the stockholders of the General Partner continuing its business, the General Partner shall be liquidated as promptly as is possible, distributing its remaining assets to the stockholders as provided by law.

This shall not prevent the Limited Partners from agreeing among themselves as to the continuation of the Partnership business by the formation of a new partnership.

In the event of the dissolution of General Partner as above described, there shall be paid out of the Partnership's assets to the representatives of the General Partner a sum equal to the market value thereof computed to the date of dissolution of General Partner as determined by a duly qualified appraiser accepted by the Directors or Directors acting as trustees of the General Partner. If there is any conflict over the value as determined, the Limited Partners shall choose one appraiser who in conjunction with the other appraiser shall together determine the value which shall thereafter be binding upon the General

Partner. In the event the General Partner is not liquidated but is continued as provided above, then said value as determined shall be paid at such time as the corporate business is concluded and assets are distributed to all Limited Partners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GENERAL PARTNER: ADA WEST PROPERTIES

By Earl L. Harmon  
EARL L. HARMON, Partner

By Howard L. Flanary  
HOWARD L. FLANARY, Partner

LIMITED PARTNERS:

Earl L. Harmon  
EARL L. HARMON

Howard L. Flanary  
HOWARD L. FLANARY

Frank E. Youngstrom  
FRANK E. YOUNGSTROM

Barbara L. Harmon  
BARBARA L. HARMON

Owen G. Davis  
OWEN G. DAVIS

William J. McCormick  
WILLIAM J. MCCORMICK

Scott M. Schlopman  
SCOTT M. SCHLOPMAN

Frank E. Walter  
FRANK E. WALTER

Connie L. Harmon  
CONNIE L. HARMON

Robert E. Harmon  
ROBERT E. HARMON

David A. Harmon  
DAVID A. HARMON

David L. Gaisford  
DAVID L. GAISFORD

Bonnie J. Gaisford  
BONNIE J. GAISFORD

Maxine Harmon  
MAXINE HARMON

Joseph D. Litster  
JOSEPH D. LITSTER

Marjorie Litster  
MARJORIE LITSTER

Allen B. Harmon  
ALLEN B. HARMON

Keith S. Borup  
KEITH S. BORUP

LaVaughn Haskett  
LAVAUGHN HASKETT

Esther H. Haskett  
ESTHER H. HASKETT

C. Leon Johnson  
C. LEON JOHNSON

William L. Price  
WILLIAM L. PRICE

Dr. E. W. Wells  
By E. W. Wells  
formerly PHYSICIANS CLINIC, P.A.

Herbert L. Brice  
HERBERT L. BRICE

Lewis L. Bowen  
LEWIS L. BOWEN

Lothair B. Rich  
LOTHAIR B. RICH

Wanda S. Rich  
WANDA S. RICH

Verl G. King  
VERL G. KING

Effective January 2, 1976, ADA WEST PROPERTIES, INC. agrees to the substitution as a General Partner in the Limited Partnership of Meridian Place, Ltd. and acknowledges that it will be bound by all of the terms and conditions imposed upon the General Partner in said Limited Partnership Agreement as amended.

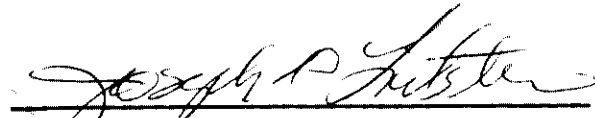
ADA WEST PROPERTIES, INC.

ATTEST:


By Ronnie Woods  
Secretary

By Earl L. Harmon

SUBSCRIBED AND SWORN TO by EARL L. HARMON, President  
and EARL L. HARMON, before me, the undersigned Notary Public  
this 2nd day of January, 1976.

  
Notary Public for Idaho  
Residing a Boise, Idaho

SUBSCRIBED AND SWORN to by all of the other signa-  
tures, before me, the undersigned Notary Public this 2nd day  
of January, 1976.

  
Notary Public for, Idaho  
Residing at Boise, Idaho